

Terms and Conditions for the Royal Mail Business Diversion service

You can divert part of your mail if you're not relocating your entire business e.g. if a single department is moving to a new location, or you want to forward mail from a branch to head office.

When can I use this service?

When part of your business is relocating, and for whatever reason you need mail addressed to a particular department to be delivered to a new address, you must use this service as opposed to a Business Redirection. You must also use a Business Diversion if your business is in a multi-occupied building where mail to more than 1 business in the building is delivered to the same unique delivery point (e.g. same postbox or same reception area). You may also use the service to divert mail to and from a PO Box and to divert Response Licence mail. The maximum period for which we will divert mail from a PO Box address is 15 months. Please note however that this service is subject to us having the capacity to provide it.

In very exceptional circumstances, you may be able to use this service to extend a Business Redirection beyond the 4 year limit or to extend a PO Box for up to a year beyond the 6 month limit e.g. if the limit has a negative impact on your business.

What mail can I divert?

Any UK mail (letters and parcels) will be diverted to the specific business, department, name or licence number specified. Different businesses, departments, names or licence numbers specified within the diverted address will be charged individually. Please note that if a Special Delivery item is diverted, the delivery time guarantees will not apply. In all other respects, it will be treated as a Special Delivery item.

There are laws that prevent us from diverting certain items. There are also laws that require us to return certain items to the sender and we may need to inform the authorities of this (for example, mail from government departments related to benefits). Even if we accept your application, any such items will not be redirected to your new address.

What if my business is moving entirely?

If your whole business is moving, and your 'old' address is not a multi-occupied address (where mail to more than 1 business in the building is delivered to the same unique delivery point) you'll need to use the Business Redirection service.

How do I apply for the Royal Mail service?

Just fill in and return the attached application form along with payment and proof of identity and address to Royal Mail Redirection Centre, Trent House, Media Way, STOKE-ON-TRENT, ST1 5ST. We'll send you confirmation in writing before the service starts.

Applications in special circumstances (only likely to be relevant to sole traders)

We will only accept an application relating to mail addressed to a deceased person who was a sole trader made by (in order of priority):

- the person holding Letters of Administration in respect of the deceased person;
- the person holding the Grant of Probate in respect of the deceased person; an executor named in the deceased person's will; or
- the holder of a certified copy of the deceased person's death certificate.

Where a person who is a sole trader (the **donor**) has given a Power of Attorney to another person (the **attorney**), we will only accept an application relating to the donor's mail from the donor themselves or the attorney.

We may accept an application relating to mail addressed to a bankrupt person or person subject to insolvency proceedings made by the appointed Trustee in Bankruptcy, Liquidator or Official Receiver (as the case may be), provided that we are given confirmation of the appointment and any supporting information we ask for.

We will set up and provide a Business Diversion if required to do so by a Court order.

If there is any dispute as to who is entitled to apply for a Business Diversion, for example if more than 1 person makes an application relating to mail addressed to a particular person or organisation, we may hold the mail for a period of 10 working days to enable the parties in dispute to obtain a Court order that confirms the identity of the person permitted to make the application.

How do I cancel the Royal Mail service?

To cancel the service you must write to us at the address below but you will not get a refund: Royal Mail, Customer Account Processing Centre, PO BOX 579, CHESTERFIELD S49 1WW.

What if we cancel the service?

Royal Mail may cancel the service by giving you at least 30 days' notice. In which case a pro rata refund will be made.

How quickly do you forward diverted mail?

We treat all diverted mail as First Class.

How much does it cost?

Prices are per Business name, department name or response license number. Please see application form for price table.

General

1. We will not be responsible to you if we are not able to provide the services because of something beyond our reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, traffic congestion, mechanical breakdown - including of machinery, equipment, and vehicles - any public or private road being blocked, or industrial action and the outcomes of it if this prevents us from providing our usual service). We will try to tell you promptly about any such events.
2. Our obligations to you under this agreement (and otherwise arising in relation to it) are limited to providing the diversions in accordance with this agreement.
3. If we fail to set up the service or implement it for any period of time through our negligence, we will credit you on a pro rata daily basis for when the service was not being implemented and that will be our only liability to you except for liability that cannot by law be excluded or limited. This does not affect the rights you may have under a scheme or contract for the conveyance of a postal item.
4. Nothing in this agreement affects your rights under a scheme or contract for the delivery of a postal item. The conveyance of a postal parcel, letter or any other items under our postal services, which are subject to this agreement is governed either by a scheme made under the Post Office Act 1969, Postal Services Act 2000, or a contract with us, and compensation for loss of, or damage to, such an item, or if we deliver an item late is provided by that scheme or contract and not this agreement. You can find out more about the schemes at **www.royalmail.com/termsandconditions**
5. We will end this agreement and terminate the Diversion immediately if:
 - a. we believe that you are not entitled to the Diversion;
 - b. your credit card, debit card or cheque payment is dishonoured or refused by your bank; or
 - c. we are required to do so as a result of a court order or any other legal or regulatory decision or requirement.
6. Either you or we can end this agreement immediately by giving notice to the other if the other is breaking any of its responsibilities under this agreement and:
 - a. they cannot do anything to put the matter right; or
 - b. they can do something to put the matter right, but fail to do so within 14 days of being asked.
7. If either of us ends this agreement, we will keep the rights we have against each other up until the date the agreement ends.
8. The details included on the form may be processed by us, third parties acting on our behalf and other organisations for the purposes set out in this agreement, including:
 - 8.1 to process the Diversion;
 - 8.2 to inform organisations that you (or any sole traders on whose behalf you have applied for the Diversion) are no longer at the old address;
 - 8.3 to pass your details (or the details of any sole traders on whose behalf you have applied for the Diversion) and information regarding the status of the Diversion to organisations to prevent fraud and/or money laundering (this may include identity verification for fraud prevention and anti-money laundering purposes);
 - 8.4 for marketing purposes including direct marketing from Royal Mail Group and other selected organisations (we may combine your data with other data, for example data from our Postcode Address File, for these purposes); and
 - 8.5 for updating purposes including providing your new contact details (of each type), or those of any sole traders on whose behalf you have applied for the Diversion, to organisations that already have your or their old contact details so they can update their records (such organisations include public bodies), except that we will not use the details of any deceased person for the purposes described in clauses 8.4 or 8.5.
9. The Diversion is not confidential. Any undelivered item may be returned to the sender bearing details of the new address.
10. Your Diversion will automatically renew on a rolling basis, at the end of your chosen term, unless you contact us on **www.royalmail.com/myaccount** to tell us that you wish to cancel your Diversion. By entering into an agreement with us for a Business Diversion service, you consent to this.
11. For further information about how we use personal data please see our Privacy Policy at **www.royalmail.com/customer-service/terms-and-conditions/privacy-policy**

12. We can change the terms of this agreement or introduce new terms for our services by publishing such changes or new terms on our website at least 30 days before the change comes into effect. If we reasonably believe the change benefits you, we may implement it as and when we decide and tell you about it within 30 days by publishing such changes on our website.
13. A person who is not a party to this agreement will not have any right or benefit under or in connection with it.
14. If you are unhappy with the products that we have sold to you we have an internal complaints process. You can obtain details of our complaints procedure at **www.royalmail.com** Sometimes products are provided by a third party supplier. Where this is the case, we may refer you directly to the third party supplier in order to process your query more effectively. We will inform you if that is the case but your rights under the contract will not be affected. If you are not satisfied with our final response to your complaint, your case will be considered deadlocked. In these circumstances, you may be able to escalate your complaint to the Postal Redress Service (POSTRS). POSTRS's role is to resolve customer disputes. POSTRS provide a free service and we are bound by their findings. For further information please refer to POSTRS's website **www.postrs.org.uk**
15. If any court with the correct authority finds any part of the agreement to be invalid, illegal or unenforceable, this will not affect the other parts of this agreement.
16. Each of us acknowledges that we cannot transfer the rights and duties under this agreement without the consent of the other, such consent not to be unreasonably withheld or delayed. You can use another person to carry out any of your duties as long as you tell us first. You will be responsible to us for any action that person takes or fails to take. We can use others to perform our duties and exercise rights but we will be responsible for them.
17. This agreement is governed by the laws of England and Wales and we and you submit to the jurisdiction of the English courts.

